UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

TIE LIANG QU, *individually and on behalf of others similarly situated,* *Plaintiff,* -against- CGY & J Corp., Kitaro Sushi Corp. d/b/a "Kitaro", Guo Yong Chen, De Shu Lin, *Defendants.*	1:15-cv-1026 SETTLEMENT AGREEMENT AND GENERAL RELEASE

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

IT IS HEREBY AGREED BY AND AMONG, TIE LIANG QU, (hereinafter referred to as "Plaintiff") on the one hand and Guo Yong Chen and CGY & J Corp. jointly and severally, their parents, subsidiaries, divisions, affiliates, successors, and related companies, and the officers, directors, agents, trustees, counsel, employees and representatives of all of them (hereinafter referred to collectively as "Defendants"), on the other hand.

WHEREAS, Plaintiff has initiated a lawsuit against Defendants which is currently before the United States District Court for the Southern District of New York, entitled TIE LIANG QU, individually and on behalf of all other similarly situated employees v. CGY & J Corp., Kitaro Sushi Corp. d/b/a "Kitaro", Guo Yong Chen, and De Shu Lin, DOCKET NO.: 15-cv-1026 (hereinafter to as the "Action" or "Complaint") alleging that Defendants improperly paid Plaintiff; and

WHEREAS, no court has considered or determined the claims presented;

WHEREAS, Defendants admit no wrongdoing nor any liability with respect to Plaintiff's allegations;

WHEREAS, Plaintiff and Defendants, in good faith, have agreed to avoid the time, expense and effort of engaging in litigation by resolving all of their differences by entering into this Confidential Settlement Agreement (hereinafter, the "Agreement" or "Settlement Agreement"), and by entering into this Agreement, neither party admits to any wrongful and/or unlawful conduct:

NOW, THEREFORE, Plaintiff and Defendants hereby agree, for the consideration and upon the terms set forth in this Agreement, as follows:

(1) Plaintiff represents and agrees that all claims, disputes and complaints alleging violation of any law, statute ordinance or the like against Defendants in all administrative, judicial or

arbitration forums have been or will be dismissed or withdrawn with prejudice as of the execution of the Stipulation of Dismissal attached hereto as Exhibit "A".

(2) Plaintiff shall not hereinafter directly or indirectly commence and/or continue any lawsuit, charge, claim or proceeding in any forum or with any agency against Defendants relating to any obligation and or claim concerning Plaintiff's employment with Defendants and his separation thereof.

(3) **Payments.**

A. As a full, final and complete settlement of any and all of Plaintiff's claims, potential claims, and unknown claims including attorney's fees and costs, Defendants hereby agree to cause to be paid to the Plaintiff the sum of Forty-One Thousand Two Hundred and Fifty Dollars ($41,250.00) (the "Settlement Funds") delivered to Plaintiff's counsel. One Thousand Dollar ($1,000.00) having been paid to the Plaintiff on or about January 14, 2015, the remaining balance of the Settlement Funds in the amount of Forty Thousand Two Hundred and Fifty Dollars ($40,250.00) shall be paid in six (6) installments, as follows:

- Installment One: Four Thousand Four Hundred and Thirty Dollars ($4,430.00), by check, payable to "Hang & Associates, PLLC" and Five Thousand Eight Hundred and Twenty Dollars ($5,820.00), payable to Plaintiff, on or before December 31, 2015;

- Installment Two: Two Thousand and Four Hundred Dollars ($2,400.00), by check, payable to "Hang & Associates, PLLC" and Three Thousand and Six Hundred Dollars ($3,600.00), payable to Plaintiff, on or before January 31, 2016;

- Installment Three: Two Thousand and Four Hundred Dollars ($2,400.00), by check, payable to "Hang & Associates, PLLC" and Three Thousand and Six Hundred Dollars ($3,600.00), payable to Plaintiff, on or before February 29, 2016;

- Installment Four: Two Thousand and Four Hundred Dollars ($2,400.00), by check, payable to "Hang & Associates, PLLC" and Three Thousand and Six Hundred Dollars ($3,600.00), payable to Plaintiff, on or before March 31, 2016;

- Installment Five: Two Thousand and Four Hundred Dollars ($2,400.00), by check, payable to "Hang & Associates, PLLC" and Three Thousand and Six Hundred Dollars ($3,600.00), payable to Plaintiff, on or before April 30, 2016; and

- Installment Six: Two Thousand and Four Hundred Dollars ($2,400.00), by check, payable to "Hang & Associates, PLLC" and Three Thousand and Six Hundred Dollars ($3,600.00), payable to Plaintiff, on or before May 31, 2016.

B. Determination of Plaintiff's share, counsel fees, and costs, is the responsibility solely of Plaintiff and his counsel.

C. In the event that the Settlement Amount is not paid by the payment dates set forth above, or fails to clear (i.e. bounces) on its respective payment date, Plaintiff shall serve a written notice ("Default Notice") upon counsel for the Defendants by email and certified mail, and Defendants shall have fifteen (15) days from the date of delivery of the Default Notice to cure the default by making such payment together with an additional amount of $100.00 to reimburse for the time and costs of each such bounced check. Upon Defendants' failure to cure a default within fifteen (15) days of delivery of the Default Notice, counsel for Plaintiff may immediately file the Affidavit of Confession of Judgment in federal or state court, the form of which is appended hereto as Exhibit B.

D. Plaintiff shall be responsible for filing and paying any and all taxes on payments received.

E. Each party shall bear their own costs and attorney's fees.

(4) **Breach; Cure; Enforcement**. The parties agree that the United States District Court for the Southern District of New York will retain jurisdiction of the Action for the sole purpose of enforcing the terms of this Settlement Agreement. In the event of a breach of any provision of this Agreement, the non-breaching party shall provide written notice to the breaching party as provided for in Paragraph 13, and the breaching party shall have five (5) days from receipt of the written notice to cure the aforementioned breach (the "cure period"). In the event a material breach of this agreement still exists after the cure period has expired, the non-breaching party shall be entitled to reasonable costs, attorney's fees, and disbursements required in order to enforce this Agreement, in addition to any other relief the court deems just and proper.

(5) **General Release.**

A. In consideration for the payments and benefits provided for in Paragraph 3 of this Agreement, Plaintiff and his successors, assigns, heirs, executors, agents, administrators and any legal and personal representatives, and each of them hereby releases, remises, acquits and forever discharges Defendants and their predecessors, successors, assigns, parents, subsidiaries, affiliates, officers, trustees, directors, shareholders, partners, employees, agents, heirs, administrators, executors and attorneys, past and present (the "Releasees") from any and all claims, demands, actions, causes of action, debts, liabilities, rights, contracts, obligations, duties, damages, and costs of every kind and nature whatsoever, and by whomever asserted, whether at this time known or suspected, or unknown or unsuspected, anticipated or unanticipated, direct or indirect, fixed or contingent, which may presently exist or which may hereafter become known, arising out of or in any way connected with Plaintiff's relationship with any of the Releasees, their relationship with Defendants and the termination of that relationship, or any other transaction, occurrence, act or omission, or any loss, damage or injury whatsoever, known or unknown, suspected or unsuspected, resulting from any act or omission by or on the part of said Releasees, or any of them, committed or omitted prior to the date of this Agreement and Release, including without limiting the generality of the foregoing, any claim under the Fair Labor Standards Act, New York Labor Law, Title VII of the Civil Rights Act of 1866, 1964, and 1991, the Age Discrimination in Employment Act, the Americans With Disabilities Act of 1990, the Family and Medical Leave Act, the New York State Human Rights Law, New York City Human Rights Law, New York State Executive Law Section 296 *et seq.*, the Employee Retirement Income Security Act of 1974 or any other federal, state or local statute, regulation or ordinance or otherwise. Similarly, Defendants release Plaintiff from any and all claims, and liabilities of any kind that they have, had, or claimed to have against Plaintiff regarding events up to the effective date of this Agreement.

B. Plaintiff hereby expressly consents that the general release contained in Paragraph (5)A shall be given full force and effect according to each and all of its express terms and provisions. Plaintiff hereby expressly acknowledges that he has been advised to review this Agreement and the general release that it contains with an attorney, that he understands and acknowledges the significance and consequences of said general release, and that he understands and acknowledges that without such provision, Defendants would not have entered into this Agreement or provided Plaintiff with the payments and benefits described in Paragraph (3)A.

C. The Parties intend the Release herein to be construed and interpreted as a general release to the fullest extent permitted by law.

D. Plaintiff and Defendants understand and agree that they have been advised to consult with their own attorneys before signing this Agreement.

(6) **Stipulation of Dismissal with Prejudice.**

Within five (5) business days following Plaintiff's counsel's receipt of the executed Agreement, Plaintiff's counsel shall sign and deliver to Defendants' counsel, for filing, a Stipulation of Dismissal with prejudice of the Action pursuant to Rule 41 of the Federal Rules of the Civil Procedure, substantially in the form annexed hereto as Exhibit "A", terminating the Action with prejudice.

(7) **The parties further hereby agree as follows:**

A. **Non Disparagement/Employment Reference.** Each party agrees that they will not, directly or indirectly, in public or in private, deprecate, impugn, disparage, or make any remarks that would or could be construed to defame the other party. Should Defendants or their agents, successors or assigns be contacted regarding an employment reference for Plaintiff, Defendants shall provide a neutral reference, confirming dates of employment, last wage rate, and job title, and shall not disclose the existence of the Action. If Defendants are specifically asked about the Action as part of a request for an employment reference, Defendants will state solely that the matter has been resolved.

B. **Successors and Assigns.** Upon the merger or consolidation of Defendant corporation, CGY & J Corp. into or with another entity, or upon the sale of all or substantially all the assets, business, and goodwill of Defendant corporation, this Agreement and Release shall bind and inure to the benefit of both Defendant corporation and the acquiring, succeeding, or surviving entities, as the case may be.

C. **Applicable Law; Forum Selection.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without reference to its conflicts of laws principles. The parties consent to the jurisdiction of the federal courts within the jurisdiction of the Southern District of New York in New York, New York for any litigation arising out of the terms of this Agreement.

D. **Confidentiality.** The parties expressly agree and understand that confidentiality is a material term in reaching this Agreement. Therefore, the parties hereby agree as follows to the extent allowable by relevant Federal and New York State laws and the presiding Court:

(1) **Confidentiality/Disclosure**. Except as required by law, each party must hold the terms and conditions contained in this Agreement in the strictest confidence, and neither shall any of them disclose to any person, firm, corporation, organization, or other entity the nature of the disputes between the parties that gave rise to this lawsuit. Plaintiff and Defendants may, however, on the condition of confidentiality, inform members of their immediate families, tax advisors, investment advisors, accountants and attorneys of the terms and conditions embodied in this Agreement.

(2) **Inquiries**. In the event the parties receive inquiries concerning the status of the lawsuit or any dispute related thereto, they may only respond by indicating that any disputes which may have arisen have been resolved to the mutual satisfaction of all parties.

(3) **Subpoena**. Nothing in this Agreement shall relieve any party from obligations imposed by subpoena or other lawful process, except that any party receiving a subpoena or other lawful process which could require that party to disclose information that would otherwise be violative of paragraph 7D herein shall be required to notify the other parties to this Agreement in writing as provided in Paragraph 17 hereto. Such notice shall be provided not less than ten (10) days prior to the time set for disclosure to allow the other party sufficient time to respond.

E. **Entire Agreement**. This Agreement sets forth Plaintiff's full and complete rights, payments, and benefits (including, without limitation, rights, payments, and benefits under any employment arrangements, prospective employment arrangements, stock or stock option plan, vacation pay, health and other benefits plans) that Plaintiff is entitled to receive from Defendants and represents the entire agreement between the parties. This Agreement supersedes all prior and contemporaneous understandings by and between the parties and represents the complete expression of the understandings by and between Plaintiff and Defendants. No other promises or agreements shall be binding or shall modify this Agreement unless signed by Plaintiff and an authorized representative of Defendants hereto, specifically referring to this Agreement and the modification or amending of it.

F. **Non-waiver**. In the event any party violates, or purports to violate, any of the provisions of this Agreement, the failure of the other party or parties, at any time to enforce any of their rights or remedies with respect thereto, shall not constitute a waiver by that party or those parties of any of their rights and remedies to enforce this Agreement, either with respect to the same violation or to any future violations of any of the provisions of this Agreement.

G. **Interpretation**.

(1) **Construal**. Each of the parties has participated in negotiating and drafting this Settlement Agreement after consulting with, and/or having had the opportunity to consult with, legal counsel. Accordingly, no party shall maintain that the language of this Settlement Agreement shall be construed in any way by reason of another party's putative role in drafting any of these documents. Ambiguities shall not be construed against any party based on any claim about the identity of the drafter of the language.

(2) **Severability**. In the event that any provision of this Agreement is held by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining provisions shall not be affected; and the illegal or invalid provisions shall be reformed to the extent possible to be consistent with the other terms of this Agreement; and if such provisions cannot be so reformed, they shall not be deemed to be a part of this Agreement. If upon any finding by a court of competent jurisdiction or an arbitrator that a release or waiver of claims or rights or a covenant set forth herein is illegal, void or unenforceable, Plaintiff agrees to promptly execute a release, waiver and/or covenant that is legal and enforceable. A failure by Plaintiff to execute a valid and enforceable release within twenty-one (21) days of Defendants request shall result in Plaintiffs full return to Defendants of all amounts paid to him under this Agreement.

(3) **Section Headings**. Section headings are used herein for reference only and do not affect the meaning of any provision of this Agreement.

H. **Representations and warranties.**

(1) Each of the undersigned warrants that they are legally competent and duly authorized by the respective parties to execute this Settlement Agreement on behalf of such party.

(2) Each party hereby warrants, represents, covenants and acknowledges that it has been represented by independent legal counsel in connection with the review, negotiation, and execution of this Settlement Agreement. Each party acknowledges that it has voluntarily, and upon the advice and approval of its legal counsel in this matter, read and understood this Settlement Agreement and all of its terms and conditions and agrees to each and every term and condition herein.

(3) Plaintiff acknowledges and agrees that, at all times relevant to this Action and throughout the negotiation and execution of the Agreement, he has been well-represented by counsel.

(4) Plaintiff represents that, other than the Action, Plaintiff has not commenced or asserted any lawsuit, administrative charge or complaint, arbitration, claim or other legal proceeding against any or all of the Releasees/Defendants that is designed to remedy or seek redress for any right or rights waived and/or released by this Agreement, or if Plaintiff has commenced or asserted any other lawsuit, administrative charge or complaint, arbitration, claim or other legal proceeding against any or all of the Releasees/Defendants that is designed to remedy or seek redress for any right or rights waived and/or released by this Agreement, Plaintiff will immediately withdraw and/or dismiss such action or proceeding with prejudice. Plaintiff's failure to comply with this provision is a material breach of this Agreement.

(8) **Non-Admission**. By entering into this Agreement, none of the parties hereby make any admission or concession of wrongdoing. Neither this Agreement, nor any of its terms and

provisions, nor any of the negotiations or proceedings associated with it, shall be offered or received in evidence as giving rise to a presumption, concession or admission of any liability, fault or other wrongdoing on the part of any of the parties hereto.

(9) **Authority to sign**. By signing this Agreement, Defendants and Plaintiff know of no reason why their respective signatures would be ineffective in any way to bind them.

(10) **Independent Legal Counsel**. Each party acknowledges that they have received independent legal advice from their attorneys with respect to the advisability of entering into this Agreement. Each party has made such investigation of the facts pertaining to this Agreement and of all other matters pertaining thereto as they deem necessary.

(11) **Modification of the Agreement.** This Agreement may not be changed unless the changes are in writing and signed by a proper representative of Plaintiff and Defendants.

(12) **Release Notification and Withdrawal**.

a. Defendants advise Plaintiff to discuss the terms of this Agreement and release of claims with their legal counsel. Plaintiff acknowledges that it is his choice to waive any potential claims in return for the benefits set forth herein and that Plaintiff made this decision after careful thought, and after an opportunity to consult with his attorneys. Plaintiff confirms that this Confidential Settlement Agreement and General Release has been translated to him in Spanish and that he understands the terms of this Agreement and that he is signing this agreement voluntarily.

b. Plaintiff acknowledges that he has been given an opportunity to consider this Agreement for at least twenty-one (21) days, and that he fully understand and agrees to all of its terms.

c. Plaintiff may revoke this Agreement within seven (7) days of execution hereof. This seven (7) day period will begin to run for Plaintiff on the day after he has executed it. If Plaintiff revokes this Agreement, it shall be rescinded in its entirety as to Plaintiff, and he will not receive the benefits set forth herein. Said revocation must be sent by Fax and First-Class U.S. Mail to Defense Attorney, and received within seven (7) days of the execution of this Agreement.

(13) **Notices**. For the purposes of this Agreement, the parties hereby agree that any notices, correspondence, communications and payments shall be directed as follows:

To Plaintiff:

Jian Hang, Esq.
Hang & Associates, PLLC
136-18 39th Avenue, Suite 1003
Flushing, New York 11354
Tel: (718) 353-8588
Fax: (718) 353-6288
Email: jhang@hanglaw.com

To Defendants:

Bingchen Li, Esq.
Law Offices of Z. Tan, PLLC
110 East 59th Street, Suite 3200
New York, NY 10022
Tel: (212) 593-6188
Fax: (888) 306-8666
Email: eric.li@ncny-law.com

All notices, requests, consents and other communications hereunder shall be deemed to have been received either (i) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth above, (ii) if made by facsimile transmission or email, at the time that receipt thereof has been acknowledged by electronic confirmation or otherwise, (iii) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service, or (iv) if sent by first class, registered or certified mail, on the 3rd business day following the day such mailing is made. No other methods of delivery are valid other than those expressly set forth above.

(14) **Counterparts**. To signify their agreement to the terms of this Agreement, the parties have executed this Agreement on the date set forth opposite their signatures, which appear below. This Agreement may be executed in two or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart.

(15) **Facsimile Signatures**. This Agreement may be executed using facsimile signatures, and in counterparts, with the same effect as if the signatures were original and made on the same instrument. A copy of a party's signature on this Agreement shall be acceptable in any action against that party to enforce this Agreement.

IN WITNESS WHEREOF, the parties have each signed this Confidential Settlement Agreement on the date herein below written.

Dated: 12/30/2015

TIE LIANG QU

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On December 30, 2015 before me personally came TIE LIANG QU, to me known and known to me to be the individual described in, and who executed the foregoing Settlement Agreement and General Release, and duly acknowledged to me that he executed the same.

JIAN HANG
NOTARY PUBLIC-STATE OF NEW YORK
No. 02HA6280171
Qualified in Queens County
My Commission Expires April 22, 2017

Notary Public

Dated: ______

GUO YONG CHEN, individually and on behalf of CGY & J Corp.

STATE OF NEW YORK)
) ss.:
COUNTY OF Queens)

On December 16, 2015 before me personally came GUO YONG CHEN, to me known and known to me to be the individual described in, and who executed the foregoing Settlement Agreement and General Release, individually and on behalf of CGY & J Corp, and duly acknowledged to me that he executed the same.

Notary Public

BINGCHEN LI
NOTARY PUBLIC-STATE OF NEW YORK
No. 02LI6234447
Qualified in Nassau County
My Commission Expires January 18, 2019

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

EXHIBIT A

TIE LIANG QU, *individually and on behalf of others similarly situated,*

Plaintiff,

-against-

CGY & J Corp, Kitaro Sushi Corp. d/b/a "Kitaro", Guo Yong Chen, and De Shu Lin,

Defendants.

Civil Action No.: **1:15-cv-1026**

STIPULATION OF VOLUNTARY DISMISSAL WITH PREJUDICE AGAINST CGY & J CROP. AND GUO YONG CHEN ONLY

IT IS HEREBY STIPULATED and agreed, by and between the undersigned attorneys for the parties, that Plaintiff's Complaint and any and all claims that were or could have been asserted in this action **against CGY & J Corp., and Guo Yong Chen ONLY** are hereby dismissed in their entirety, with prejudice, and with each party to bear its own costs, expenses, disbursements, and attorneys' fees. The Court will continue to maintain jurisdiction over enforcement of the parties' settlement agreement.

Date: New York, New York
December 30, 2015

Law Offices of Z. Tan, PLLC

By: ______________________
Bingchen Li, Esq
110 East 59th Street, Suite 3200
New York, NY 10022
Tel: (212) 593-6188
Fax: (888) 306-8666
Email: eric.li@ncny-law.com
Attorney for Defendants CGY & J Corp. and Guo Yong chen

Hang & Associates, PLLC

By: ______________________
Jiang Hang, Esq.
136-18 39th Avenue, Suite 1003
New York, NY 10004
Tel.: (718) 353-8588
Fax: (718) 353-6288
Email: jhang@hanglaw.com
Attorneys for Plaintiff

NEW YORK STATE SUPREME COURT

TIE LIANG QU, *individually and on behalf of others similarly situated,* ***Plaintiff,*** **-against-** CGY & J Corp., Kitaro Sushi Corp. d/b/a "Kitaro", Guo Yong Chen, and De Shu Lin, ***Defendants.***	**AFFIDAVIT OF CONFESSION OF JUDGMENT**

STATE OF NEW YORK)
) ss.
COUNTY OF Queens)

GUO YONG CHEN, being duly sworn, deposes and says:

1. I, GUO YONG CHEN, am the president of CGY & J Corp.

2. I reside in Nassau County in the State of New York.

3. I have authority to sign on behalf of CGY & J Corp. and I am duly authorized to make this affidavit on the undersigned entities' behalf.

4. Provided there shall have been an event of default in the payment of the sums due under the settlement agreement and general release (the "Settlement Agreement and General Release") signed by Plaintiff and Defendants in the above captioned proceeding and such default has continued uncured and unpaid for a period in excess of fifteen (15) days after notice and an opportunity to cure as provided therein, then, upon submission of Plaintiff's counsel's attorney affirmation attesting to such default under oath, I hereby confess judgment and authorize entry of judgment against myself individually and on behalf of CGY & J Corp. in favor of Plaintiff for the sum of $41,250.00, less any payments previously received pursuant to the terms of the Settlement Agreement and General Release, together with interest from the date of the default to the date of

entry of judgment, computed as provided in 28 U.S.C. §1961; statutory costs pursuant to 28 U.S.C. §§ 1920, 1921, 1923, and 1924; and reasonable attorneys' fees incurred in entering and enforcing the judgment; and interest on the judgment as provided in 28 U.S.C. § 1961.

5. This Confession of Judgment is for a debt justly due to Plaintiff pursuant to the Settlement Agreement, and Defendants' default in payment under the Settlement Agreement as provided for therein.

6. I hereby represent my understanding that upon Defendants' breach of the Settlement Agreement and failure to cure, this Confession of Judgment shall be docketed and entered as a judgment against CGY & J Corp. and GUO YONG CHEN, jointly and severally, against all property, of any kind, in which any of them, collectively or individually, have any ownership interest.

7. I authorize entry of the judgment in either the United States District Court for the Southern District of New York and/or the New York State Supreme Court, New York County.

GUO YONG CHEN, individually and as President
of CGY & J Corp.

CORPORATE ACKNOWLEDGMENT
OF CGY & J CORP.

STATE OF NEW YORK)
) ss:
COUNTY OF Queens)

On the 16th day of December, 2015, before me personally came GUO YONG CHEN, as the President of CGY & J CORP. to me known who, being by me duly sworn, did depose that he is the President of CGY & J CORP. and that he is the individual described in and who executed the foregoing Affidavit of Confession of Judgment, and duly acknowledged to me that he executed the same.

BINGCHEN LI
NOTARY PUBLIC-STATE OF NEW YORK
No. 02LI6234447
Qualified in Nassau County
My Commission Expires January 18, 2019

Notary Public

PERSONAL ACKNOWLEDGMENT OF GUO YONG CHEN

STATE OF NEW YORK)
) ss:
COUNTY OF Queens)

On the 16th day of December 2015, before me personally came GUO NYONG CHEN to me known who, being by me duly sworn, did depose and say that he is the individual described herein and who executed the foregoing Affidavit of Confession of Judgment, and duly acknowledged to me that he executed the same.

Notary Public

BINGCHEN LI
NOTARY PUBLIC-STATE OF NEW YORK
No. 02LI6234447
Qualified in Nassau County
My Commission Expires January 18, 2019